

**— EXHIBIT 6 —**

ABANTE ROOTER, ET AL. v  
ALARM.COM INCORPORATED, ET AL.

ALLEN GOLLINGER  
October 28, 2016

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ABANTE ROOTER and PLUMBING, \*  
INC., GEORGE ROSS MANESIOTIS, \* NO. 3:15-cv-06314-YGR  
MARK HANKINS, and PHILIP J. \*  
CHARVAT, individually and on \*  
Behalf of all others similarly\*  
situated, \*  
Plaintiff, \*  
vs. \*  
ALARM.COM INCORPORATED, and \*  
ALARM.COM HOLDINGS, INC., \*  
Defendants. \*

\* \* \* \* \*

The deposition of ALLEN J. GOLLINGER, took place  
on Friday, October 28, 2016, beginning at 12:40 p.m.,  
at ARNALL, GOLDEN, GREGORY, LLP, 1775 Pennsylvania  
Avenue, NW, Suite 1000, Washington, DC, before  
Melissa L. Clark, a Professional Court Reporter and  
Notary Public.

\* \* \* \* \*

Reported by:

Melissa L. Clark, Court Reporter

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1 Q. Are you aware of any discussion at for  
2 consideration at Alarm.com for providing a \$5 million  
3 line of credit to Alliance?

4 A. Yes.

5 Q. Tell me what you're aware of.

6 A. I knew there was some work on potentially  
7 doing something along those lines. That was before --  
8 that was to see if I was still there, so she was more  
9 involved with it. All I know is it was supposed to be  
10 similar to some other programs who've offered other  
11 service providers, and I don't  
12 have the details.

13 Q. Who was the CFO at the time?

14 A. Jen Moyer.

15 Q. Are you aware of any other service providers,  
16 any service providers with which Alarm.com has a credit  
17 line exceeding a million dollars?

18 A. Yes .

19 Q. How many of them are there?

20 A. Currently one.

21 Q. And who is that?

22 A. I'm supposed to answer that?

23 Q. Well, you could tell me --

24 MR. JACOBVITZ: Well, you could say it's

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1 a service provider. If it's confidential, you shouldn't  
2 talk about it.

3 THE WITNESS: Yeah, we don't disclose the  
4 name of them, so we'd prefer not to use them if they're  
5 a service provider.

6 BY MR. BARRETT:

7 Q. And what is the amount of that credit line?

8 A. Up to 4 million.

9 Q. And how long has that credit line been in  
10 existence?

11 A. That particular credit line has been in  
12 existence since September.

13 Q. Of 2016?

14 A. Yes.

15 Q. And do you know why -- do you know whether  
16 the credit line was, in fact, extended to Alliance?

17 A. I do not know.

18 Q. Were you involved in discussions about  
19 whether to do that?

20 A. No.

21 Q. Were you involved in the -- forget that, I'll  
22 move on.

23 Are you involved -- what is your involvement  
24 in the sales operations of Alarm.com?

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1 also collect for where we can resale our certificates;  
2 however, contracts are stipulated that the service  
3 provider as the reseller to the end-user customer is  
4 responsible for collecting any and all and remitting  
5 those sales taxes, if applicable. Jurisdictions change.

6 Q. So if you will, walk me through the flow of  
7 money from when a new subscriber is obtained by a  
8 service provider. Who pays what to whom and what  
9 other payments does that trigger?

10 A. Specific to Alliance?

11 Q. Yes.

12 A. So if Alliance signs up a new subscriber,  
13 then they would charge whatever they charge. We don't  
14 monitor or track or tell our service providers how to  
15 charge their customers. We would charge them an  
16 activation fee if they're not selling off to  
17 Monitronics.

18 Q. "Charge them an activation fee" meaning  
19 charge --

20 A. I would have to look at the Alliance contract  
21 to make sure we have that provision, its not with all of  
22 our service providers, I should go back and look at  
23 that. If they sell them to Monitronics, the flow of  
24 cash to Alarm.com would be when we charge Monitronics

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1 the monthly subscription rate that we're charging for  
2 whatever type of service they've put on.

3 Again, we don't know what Monitronics is  
4 charging those end-user customers, we don't dictate  
5 that to our service providers. They would pay us  
6 whatever we're charging for the program that -- you  
7 know, different service packages. And if they bought  
8 hardware, we would receive cash for the hardware.

9 Q. So let me kind of take that step-by-step.  
10 That's good, helpful information, but it's a lot, so I  
11 want to make sure that I understand it.

12 A. Uh-huh.

13 Q. So Alliance obtains a new account --

14 A. Uh-huh.

15 Q. -- right, Alarm.com account subscriber? It  
16 charges that subscriber monthly; right?

17 A. Yes.

18 Q. And it receives that money, you know he --  
19 where does the -- Alarm.com does not pay directly for  
20 that account any money to Alliance; is that right,  
21 apart from the rebate?

22 A. Correct.

23 Q. Alarm.com pays Monitronics?

24 A. No. Alarm.com doesn't pay anybody anything.

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1 basic cable, and you can get basic cable plus a sports  
2 tier. It depends on the tier, but there is tier --  
3 there is set pricing for each tier.

4 Now, we do negotiate with dealers on a, you  
5 know, a case-by-case basis, the rates may be  
6 different, but we have a standard rack rate for these  
7 subscriptions.

8 Q. Take that back if I may.

9 I'm handing you Exhibit 31.

10 (Gollinger Exhibit No. 31, Objections and  
11 Responses to Plaintiff's First Set of Interrogatories to  
12 Defendant's Alarm.com, Incorporated, and Alarm.com  
13 Holdings, Incorporated, marked for identification.)

14 BY MR. BARRETT:

15 Q. What is Exhibit 31?

16 A. Is that question to me?

17 Q. Yes, it is.

18 A. Objections and Responses to Plaintiff's First  
19 Set of Interrogatories to Defendants Alarm.com,  
20 Incorporated, and Alarm.com Holdings, Incorporated.

21 Q. Is this one of the documents that you  
22 reviewed in preparing for your deposition?

23 A. Yes.

24 Q. And were you involved in providing

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1 information that is contained in this document?

2 A. No.

3 Q. What aspects of which interrogatory responses  
4 did you review in preparation for this deposition?

5 A. I reviewed all of them.

6 Q. I want to talk to you in particular about  
7 response to Interrogatory No. 17, in particular page 21.

8 Were you involved in preparing information  
9 that was used to respond to Interrogatory 17?

10 A. No.

11 Q. Are you familiar with how that information  
12 was obtained?

13 A. Yes.

14 Q. And how was that information obtained?

15 A. Counsel requested a member of my team to pull  
16 the information as requested.

17 Q. Do you see under subparagraph A, page 21  
18 "Alarm.com received the following revenue from  
19 Alliance" by year?

20 A. Yes.

21 Q. And the numbers are at least reasonably 2015,  
22 \$718,786.05. Do you see that?

23 A. I do.

24 Q. How did Alarm.com receive that -- or why did



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1 Alarm.com receive that revenue from Alliance?

2 A. Because Alliance began in the late 2013,  
3 early 2014 time period, buying hardware directly from  
4 Alarm.com, as opposed to going through the distribution  
5 channel.

6 Q. So is this all \$718,786, was that limited to  
7 hardware purchases from --

8 A. The vast majority, greater than 98 percent.

9 Q. What was the remainder?

10 A. They do hold a couple of accounts on their  
11 own, their own subscriber accounts.

12 Q. I'm not sure I -- I don't follow that. They  
13 held a couple of subscriber accounts on their own?

14 A. Alliance generally creates subscriptions,  
15 sells them to Monitronics. They retain, or have  
16 retained some of those, and they generate their own  
17 monthly revenue stream off of those accounts.

18 So there could be some of that in there. I  
19 can't say that that's 100 percent hardware. It is the  
20 vast majority.

21 Q. And what is the hardware that is sold?

22 A. It depends on the subscription. It could be  
23 cameras. It could be the actual panels for securities.  
24 It depends, again, in the home automation suite what

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1 they're actually -- what the subscriber is purchasing.

2 Q. Okay. Does Alliance purchase that hardware  
3 directly from Alarm.com?

4 A. Yes. But they're not required to.

5 Q. Do they purchase hardware used by Alarm.com  
6 subscribers for Alarm.com services from any other  
7 company?

8 A. Yes. They buy them from distributors as  
9 well.

10 Q. Do you know who?

11 A. No.

12 Q. And what is an example of that hardware?

13 A. It's the same.

14 Q. Do you know what approximate percentage of  
15 their hardware they are purchasing from Alarm.com as  
16 opposed to from other distributors?

17 A. In 2015, the majority is from Alarm.com.

18 Q. As a percentage, would it be more than 50  
19 percent, more than 90 percent?

20 A. It would be unable for me to make that  
21 determination.

22 Q. The next subparagraph of part B, "Alarm.com  
23 provided the following rebates to Alliance," 2015,  
24 159,984. Earlier, you had described the rebate. Why

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1 were there no rebates paid to Alliance in 2014?

2 A. The rebate program from a buying perspective  
3 was agreed upon with Alliance in 2015. One didn't exist  
4 in 2014.

5 Q. Were you involved in the negotiation of the  
6 rebate amounts or targets --

7 A. No.

8 Q. -- with respect to Alliance?

9 MR. JACOBOWITZ: Let him finish.

10 THE WITNESS: I'm sorry. I thought he  
11 was.

12 BY MR. BARRETT:

13 Q. That's okay. Paragraph C, "Alarm.com  
14 extended the following marketing development funds to  
15 Alliance in the form of a credit to be used on  
16 Alarm.Com's branded store." What information did you  
17 access to obtain -- or what did Alarm.com access to  
18 obtain the figures in C1 through 3?

19 A. As I didn't pull it, I couldn't say for sure.  
20 It would be available through looking at marketing spin.

21 Q. Are plural item such as contributions to  
22 Christmas parties or other events included within  
23 subparagraphs A through C?

24 A. No.

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1 State of Maryland

2 Carroll County to wit:

3 I, MELISSA LYNN CLARK, a Notary Public of  
4 the State of Maryland, do hereby certify that the  
5 within-named witness personally appeared before me at  
6 the time and place here-in set out, and after having  
7 been duly sworn by me, according to the law, was  
8 examined by counsel.

9 I further certify that the examination was  
10 recorded stenographically by me and this transcript  
11 is a true record of the proceedings.

12 I further certify that I am not of counsel  
13 to any of the parties, nor an employee of counsel,  
14 nor related to any of the parties, nor in any way  
15 interested in the outcome of this action.

16 As witness my hand and Notarial Seal  
17 This 9th day of November, 2016.

18  
19  
20  
21 *Melissa L. Clark*  
22

23 Melissa L. Clark, Notary Public

24 My commission expires: 06/30/2019

Ross A. Buntrock (admitted *pro hac vice*)  
 Email: ross.buntrock@agg.com  
 Maayan Y. Lattin (admitted *pro hac vice*)  
 Email: maayan.lattin@agg.com  
 Eric D. Olson (admitted *pro hac vice*)  
 Email: eric.olson@agg.com  
 ARNALL GOLDEN GREGORY LLP  
 1775 Pennsylvania Avenue NW, Suite 1000  
 Washington, DC 20006  
 Telephone: (202) 677-4910  
 Facsimile: (202) 677-4911

Stephen E. Taylor (SBN 058452)  
 Email: staylor@tcolaw.com  
 Jonathan A. Patchen (SBN 237346)  
 Email: jpatchen@tcolaw.com  
 TAYLOR & COMPANY LAW OFFICES, LLP  
 One Ferry Building, Suite 355  
 San Francisco, California 94111  
 Telephone: (415) 788-8200  
 Facsimile: (415) 788-8208

Attorneys for Defendants  
*Alarm.com Incorporated and*  
*Alarm.com Holdings, Inc.*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

ABANTE ROOTER & PLUMBING, INC.,  
*et al.*, individually and on behalf of all others  
 similarly situated,

Plaintiffs,

v.

ALARM.COM INCORPORATED, *et al.*,

Defendants.

Case No. 4:15-cv-06314-YGR

**DEFENDANTS' FIRST SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS ALARM.COM INCORPORATED AND ALARM.COM HOLDINGS, INC.**

Action Filed: December 30, 2015

Honorable Yvonne Gonzales Rogers



Reporter: Melissa L. Clark

Defendants Alarm.com Incorporated and Alarm.com Holdings, Inc. (collectively, “Alarm.com”),<sup>1</sup> by and through their undersigned counsel, hereby serve their Objections and Responses to Plaintiffs Abante Rooter and Plumbing, Inc., George Ross Manesiotis, Mark Hankins, and Philip J. Charvat’s (collectively, “Plaintiffs”) First Set of Interrogatories, as follows:

### **PRELIMINARY STATEMENT**

1. Alarm.com’s investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, Alarm.com’s right to rely on other facts or documents at trial.

2. By making the accompanying responses and objections to Plaintiffs’ Interrogatories, Alarm.com does not waive, and hereby expressly reserves, its right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. Further, Alarm.com makes the responses and objections herein without in any way implying that it considers the Interrogatories, and responses to the Interrogatories, to be relevant or material to the subject matter of this action.

3. Alarm.com will produce responsive documents only to the extent that such documents are in the possession, custody, or control of Alarm.com. Alarm.com’s possession, custody, or control does not include any constructive possession that may be inferred by Alarm.com’s ability to issue subpoenas to third parties or to request information from its Service Providers based on any contract.

4. A response to an Interrogatory stating objections and/or indicating that documents will be produced shall not be deemed or construed that there are, in fact, responsive documents, that Alarm.com performed any of the acts described in the Interrogatory or definitions and/or instructions applicable to the Interrogatory, or that Alarm.com acquiesces in the characterization of the

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<sup>1</sup> Alarm.com submits this joint document on behalf of both Alarm.com Incorporated and Alarm.com Holdings, Inc. pursuant to an agreement with counsel for Plaintiffs.

1 conduct or activities contained in the Interrogatory, or definitions and/or instructions applicable  
2 to the Interrogatory.

3 5. Alarm.com expressly reserves the right to supplement, clarify, revise, or correct any or all  
4 of the responses or objections herein, and to assert additional objections or privileges, in one or  
5 more subsequent supplemental response(s).

6 6. Alarm.com will attempt to accommodate the formatting requests of Plaintiffs. However,  
7 if such accommodation will impose an undue or substantial burden on Alarm.com, Alarm.com  
8 reserves the right to object to that formatting.

9 **GENERAL OBJECTIONS**

10 1. Alarm.com objects to the use of any titles, terms, or definitions used by Plaintiffs to de-  
11 scribe Alarm.com employees, processes, affiliates, service providers, or other entities to the ex-  
12 tent that those titles, terms, or definitions are not used by Alarm.com and/or do not accurately  
13 describe the titles and functions of those entities.

14 2. Alarm.com objects to Plaintiffs' Interrogatories to the extent they seek information not  
15 reasonably related to the allegations in the Complaint. Specifically, Alarm.com objects to Plain-  
16 tiffs' attempts to engage in a fishing expedition for information regarding Alarm.com Service  
17 Providers not named in the Complaint.

18 3. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one seeks infor-  
19 mation that is not in Alarm.com's possession, custody, or control.

20 4. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one requests infor-  
21 mation and/or documents that are subject to attorney-client privilege, that constitute trial prepara-  
22 tion materials or work product, or that are otherwise privileged, protected from, and/or not sub-  
23 ject to discovery. Nothing contained in these responses is intended or should be construed as a  
24 waiver of the attorney-client privilege, the work product doctrine, or any other applicable privi-  
25 lege or doctrine.



1        5. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one seeks infor-  
2 mation and/or documents that are irrelevant, immaterial, and/or not reasonably calculated to lead  
3 to discovery of relevant or admissible evidence.

4        6. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any Interrogatory, or set  
5 of such Interrogatories, when read together, are disproportionate to the allegations set forth in the  
6 Complaint.

7        7. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one exceeds the  
8 scope of discovery permitted by the Federal Rules of Civil Procedure, or to the extent that the  
9 Interrogatories purport to impose obligations upon Alarm.com greater or different from those  
10 imposed by the Federal Rules of Civil Procedure.

11       8. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one seeks infor-  
12 mation or documents that constitute or contain trade secrets, proprietary information, and/or oth-  
13 er confidential information. Alarm.com will only produce such information pursuant to entry of  
14 an appropriate protective order and if such information is not subject to any other objection justi-  
15 fying withholding.

16       9. Alarm.com objects to Plaintiffs' Interrogatories to the extent that they are vague or am-  
17 biguous. Alarm.com will attempt to respond to each interrogatory to the best of its ability based  
18 upon its understanding of any such request, if possible.

19       10. Alarm.com objects to Plaintiffs' Interrogatories to the extent that any one seeks the pre-  
20 sent or last known addresses of any of the named individuals referred to herein on privacy  
21 grounds. Alarm.com also states that any contacts by or on behalf of the Plaintiffs with any of the  
22 individuals named or referred to herein should be made through counsel for Alarm.com.

23       11. Alarm.com's responses set forth below are made without waiving in any manner (1) the  
24 right to object to use of any response for any purpose, in this action or any other action, on the  
25 grounds of privilege, relevance, materiality, or any other appropriate grounds; (2) the right to  
26 object to any other request involving or relating to the subject matter of the responses herein; and  
27



(3) the right to revise, correct, supplement, or clarify any of the responses provided below as may be warranted.

12. Alarm.com's responses set forth below are made based on the information currently within its knowledge and information, and objects to any Interrogatory that purports to require Alarm.com to ascertain information not currently within its knowledge based on a reasonable investigation.

13. Each and every response below is made subject to the foregoing General Objections, regardless of whether a general or specific objection is stated in the response to a particular Interrogatory, and Alarm.com does not waive any General Objections not referred to in a particular response.

### **OBJECTIONS TO DEFINITIONS**

1. Alarm.com objects to the definition of "Electronically Stored Information" ("ESI") as overly broad, unduly burdensome, disproportionate under the facts of this case, and unlikely to lead to the discovery of admissible evidence. Alarm.com specifically objects to collecting, reviewing, or otherwise producing the following types of ESI, as defined by Plaintiffs: text messages; AOL Instant Messenger (or similar program) or bulletin board programs; operating systems; source code; PRF files; PRC files, batch files; ASCII files; deleted files; file fragments; and miscellaneous media. Alarm.com further objects to collecting, reviewing, or otherwise producing ESI that resides on thumb drives, jump drives, CDs, DVDs, floppy disks, CD-ROM, magnetic tape, microfiche, along with personal cellular or tablet devices.

2. Alarm.com objects to the definition of "Identity of Individuals and/or Entities," as set forth in General Objection No. 10, on privacy, burdensomeness, and relevance grounds.

3. Alarm.com objects to the definition of "Alarm.com" to the extent that the definition purports to include its attorneys and/or legal representatives in this or any other action.

4. Alarm.com objects to the definition of "Alarm.com Holdings" to the extent that the definition purports to include its attorneys and/or legal representatives in this or any other action.

5. Alarm.com objects to the definition of “You” or “Your” to the extent that the definition purports to include its attorneys or legal representatives in this or any other action.

6. Alarm.com objects to the use of the terms “Authorized Dealer” and “Authorized Marketer” as seeking to state the ultimate legal conclusion regarding Plaintiffs’ legal theory relating to vicarious liability.

7. Alarm.com further objects to the use of the terms “Authorized Dealer,” “Authorized Marketer,” “Lead Generator,” “Vendor” or “Vendors,” and “Third Party” or “Third Parties” or “Other Parties” on the grounds that the terms are ambiguous as defined, overbroad, and not reasonably calibrated to the issues at hand.

8. Alarm.com objects to the definition of “Relevant Time Period,” as the relevant time period for the purposes of the Complaint is from December 30, 2011 to December 30, 2015.

### **INTERROGATORIES**

**INTERROGATORY NO. 1:** IDENTIFY each PERSON who provided the information to answer these interrogatories, and specify each interrogatory or interrogatories about which each such PERSON had information.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 1 to the extent that it seeks information covered by the attorney-client privilege or the work product doctrine or other applicable privilege or doctrine.

**RESPONSE:** These Interrogatory Responses were prepared by counsel, with the assistance of Kate Scavello, Deputy General Counsel of Alarm.com. Additional information relating to Interrogatory 7 was provided by Anne Ferguson and Donald (Nate) Natale, who are high-ranking Alarm.com employees. Ms. Scavello, Ms. Ferguson, and Mr. Natale may be contacted via Alarm.com’s counsel.

**INTERROGATORY NO. 2:** IDENTIFY the PERSONS who are most knowledgeable about TELEMARKETING, including, but not limited to, the decision to engage in TELEMARKETING, the making of TELEMARKETING calls, the preparation of the script(s) used in the TELEMARKETING calls, and the AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES that made TELEMARKETING calls.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 2 on the grounds that it rests on the assumption that Alarm.com engages in telemarketing or any direct-to-consumer marketing, which it does not. Alarm.com further objects to the use of the phrase “most knowledgeable” as ambiguous under the circumstances. Alarm.com further objects on the ground that Interrogatory No. 2 constitutes a compound interrogatory, seeking information about the persons most knowledgeable about two separate subjects. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that none of its employees are knowledgeable about telemarketing, as defined in the Interrogatory, as Alarm.com does not engage in telemarketing and does not control or otherwise have knowledge of the marketing techniques and strategies employed by its Service Providers. Alarm.com further notes that the individuals identified in its Initial Disclosures are the persons who are most knowledgeable about Alarm.com’s relationship with Alliance Security, Inc.

**INTERROGATORY NO. 3:** IDENTIFY each AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or other THIRD PARTY who

engage or have engaged in TELEMARKETING during the RELEVANT TIME PERIOD. For each entity identified, list all sub-vendors or other THIRD-PARTIES each entity hired to perform TELEMARKETING.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 3 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA. Alarm.com further objects to Interrogatory No. 3 on the grounds that it is overbroad, unduly burdensome, and is disproportionate in light of the limited nature of the allegations of the Complaint, which cite calls allegedly made by only one or two of Alarm.com’s Service Providers. Alarm.com further objects on the ground that Interrogatory No. 3 constitutes a compound interrogatory, seeking information about both Alarm.com’s Service Providers and their sub-vendors or contractors.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that it has no direct knowledge of, or control over, the marketing practices or policies of its Service Providers. Alarm.com further states that the only Service Provider that is a subject of the Complaint that Alarm.com is indirectly and/or anecdotally aware engages or engaged in telemarketing is Alliance Security, Inc. Alarm.com has no knowledge or information in its possession, custody, or control regarding any sub-vendors or third parties contracted by any Service Provider to perform telemarketing.

**INTERROGATORY NO. 4:** IDENTIFY the hardware and software system(s) (including the make of such system(s)) used by YOU or any AUTHORIZED DEALERS, AU-

THORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES for TELEMARKETING services identified in YOUR answer to Interrogatory No. 3.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 4 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA. Alarm.com further objects to Interrogatory No. 4 on the grounds that it seeks information that is more readily available either from third parties, such as Alliance, or is already in Plaintiffs’ counsel’s possession as a result of discovery in *In re Monitronics International, Inc. Telephone Consumer Protection Act Litigation*, MDL No. 2493. Alarm.com further objects to Interrogatory No. 4 on the grounds that it is not reasonably calculated to lead to discoverable information in this action. Alarm.com further objects to Interrogatory No. 4 on the grounds that it is ambiguous with respect to the nature, type, or style of the hardware and software systems about which it seeks information. Alarm.com further objects to Interrogatory No. 4 as compound, as it requests information regarding both hardware *and* software systems allegedly utilized by *both* Alarm.com *and* any party named in Interrogatory 3.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that it has no information responsive to Interrogatory No. 4 in its possession, custody, or control.

**INTERROGATORY NO. 5:** For each hardware or software system IDENTIFIED in YOUR answer to Interrogatory No. 4, IDENTIFY the primary PERSON(S) responsible for its maintenance or operation.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 5 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects to Interrogatory No. 5 on the grounds that it seeks information that is in whole or in part more readily available either from third parties, such as Alliance, or is already in Plaintiffs' counsel's possession as a result of discovery in *In re Monitronics International, Inc. Telephone Consumer Protection Act Litigation*, MDL No. 2493. Alarm.com further objects to Interrogatory No. 5 on the grounds that it is not reasonably calculated to lead to discoverable information in this action. Alarm.com further objects to Interrogatory No. 5 on the grounds that it is ambiguous with respect to the nature, type, or style of the hardware and software systems about which it seeks information.

**RESPONSE:** Notwithstanding and without waiving the foregoing general and specific objections, Alarm.com states that it has no information responsive to Interrogatory No. 5 in its possession, custody, or control.

**INTERROGATORY NO. 6:** For each hardware or software system IDENTIFIED in YOUR answer to Interrogatory No. 4, please DESCRIBE the data contained within, its data dictionary, and the key to its data tables.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 6 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects to Interrogatory No. 6 on the grounds that it seeks information that is in whole or in part more readily available either from third parties, such as Alliance, or is already in Plaintiffs' counsel's possession as a result of discovery in *In re Monitronics International, Inc. Telephone Consumer Protection Act Litigation*, MDL No. 2493. Alarm.com further objects to Inter-



rogatory No. 6 on the grounds that it is not reasonably calculated to lead to discoverable information in this action. Alarm.com further objects to Interrogatory No. 6 on the grounds that it is ambiguous with respect to the nature, type, or style of the hardware and software systems about which it seeks information. Alarm.com further objects to Interrogatory No. 6 on the grounds that it seeks the production of documents, which must be made in a request for production.

**RESPONSE:** Notwithstanding and without waiving the foregoing general and specific objections, Alarm.com states that it has no information responsive to Interrogatory No. 6 in its possession, custody, or control.

**INTERROGATORY NO. 7:** Please IDENTIFY any awards, certificates, honors, sales rankings, performance incentives, or similar recognitions YOU have provided to any AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 7 on the grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to admissible information. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA. Alarm.com further objects to Interrogatory No. 7 on the grounds that the term “similar recognitions” is ambiguous and not defined in these Interrogatories.

Alarm.com notes for the record that its response is limited, as agreed by Plaintiffs’ counsel, to awards, certificates, honors, sales rankings, performance incentives, or similar recognitions provided to those entities identified in its response to Interrogatory No. 3.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that its service providers may become part of its four-tiered Premier Partner Program. The program, which includes only a small portion of Alarm.com’s over 6,000

1 service providers, is based on volume sales and new consumer activations, as well as log-in per-  
 2 centage. Each ascending tier of the Premier Partner Program, from Bronze to Platinum, entitles  
 3 the Service Provider to additional Marketing Development Funds, which may be used to order  
 4 co-branded marketing collateral from Alarm.com's internal store. Certain large partners may  
 5 propose additional co-branded marketing items, such as co-branded clothing, pens, and similar  
 6 items, to which they may apply their Marketing Development Funds.

7 Alarm.com also recognizes certain Service Providers that are members of the Premier  
 8 Partner Program with gifts of nominal value upon the achievement of certain milestones.

9  
 10 **INTERROGATORY NO. 8:** For each entity identified in YOUR answer to Inter-  
 11 rogatory No. 3, please IDENTIFY: (a) the number of TELEMARKETING calls made by each  
 12 AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or  
 13 other THIRD PARTY; (b) the dates the TELEMARKETING calls were made; and (c) the PER-  
 14 SON(S) who received the TELEMARKETING calls.

15 **ANSWER:**

16 **OBJECTION:** Alarm.com objects to Interrogatory No. 8 on the grounds that it rests on  
 17 the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or  
 18 awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com  
 19 further objects that it has no direct knowledge that any of its Service Providers ever placed tele-  
 20 marketing calls. Alarm.com further objects to Interrogatory No. 8 on the grounds that it seeks  
 21 information that is in whole or in part more readily available either from third parties, such as  
 22 Alliance, or is already in Plaintiffs' counsel's possession as a result of discovery in *In re Moni-*  
 23 *tronics International, Inc. Telephone Consumer Protection Act Litigation*, MDL No. 2493.  
 24 Alarm.com further objects to Interrogatory No. 8 on the grounds that it is not reasonably calcu-  
 25 lated to lead to discoverable information in this action. Alarm.com further objects to Interrogato-  
 26 ry No. 8 on the grounds that it seeks the production of documents, which must be made in a re-  
 27



quest for production. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA. Alarm.com further objects on the ground that Interrogatory No. 8 constitutes a compound interrogatory, as it requests that Alarm.com identify the number of calls made, the dates the calls were made, and the persons who received the calls

**RESPONSE:** Notwithstanding and without waiving the foregoing general and specific objections, Alarm.com states that there is no information responsive to this Interrogatory in its custody, control, or possession.

**INTERROGATORY NO. 9:** State whether any TELEMARKETING calls placed by any AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES were ever transferred to YOU.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 9 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects that it has no direct knowledge that any of its Service Providers ever placed telemarketing calls. Alarm.com further objects to Interrogatory No. 9 on the grounds that it is not reasonably calculated to lead to discoverable information in this action. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it regards the TCPA.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com denies that any telemarketing calls, whether placed by a Service Provider or otherwise, were ever transferred to Alarm.com.

1           **INTERROGATORY NO. 10:**       State whether YOU required any AUTHORIZED  
 2 DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other  
 3 THIRD PARTIES to record TELEMARKETING calls, whether YOU or any AUTHORIZED  
 4 DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other  
 5 THIRD PARTIES in fact recorded TELEMARKETING calls, and whether YOU reviewed, or  
 6 reserved the right to review, the content of those recordings.

7           **ANSWER:**

8           **OBJECTION:** Alarm.com objects to Interrogatory No. 10 on the grounds that it rests on  
 9 the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or  
 10 awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com  
 11 further objects on the grounds that it has no direct knowledge that any of its Service Providers  
 12 ever placed telemarketing calls. Alarm.com further objects to Interrogatory No. 10 on the  
 13 grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to dis-  
 14 coverable information in this action. Alarm.com further objects to Interrogatory No. 10 on the  
 15 grounds that it seeks the production of documents, which must be made in a request for produc-  
 16 tion. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AU-  
 17 THORIZED MARKETERS,” as those terms may have specific legal implications as it regards  
 18 the TCPA. Alarm.com further objects on the grounds that this question is not limited to the alle-  
 19 gations set forth in the Complaint.

20           **RESPONSE:** Subject to and without waiving the foregoing general and specific objec-  
 21 tions, Alarm.com states that it is not involved in, does not control, and has no knowledge of the  
 22 marketing practices or policies of its Service Providers. Similarly, Alarm.com has never required  
 23 any of its Service Providers to record any telemarketing calls, and, to the extent that any exist in  
 24 the records of any Service Provider, has never received, reviewed, or reserved the right to review  
 25 any such recording.  
 26  
 27

**INTERROGATORY NO. 11:** DESCRIBE whether any AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES had access to YOUR computer systems, websites, intranet, or databases and the nature of that access.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 11 on the grounds that the terms “computer systems,” “websites,” and “intranet” are ambiguous and are not defined in the Interrogatories. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications with regard to the TCPA. Alarm.com further objects on the grounds that Interrogatory No. 11 is not reasonably calculated to lead to admissible evidence and is disproportionately broad, as the Interrogatory is not limited to those Service Providers that are subjects of the allegations in the Complaint.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that it makes an administrative, provider-focused web portal available to its Service Providers via secure login. From the web portal, Service Providers may, among other activities, register or terminate customer accounts, review Alarm.com’s terms and conditions, and access a store where Service Providers may order co-branded collateral materials.

**INTERROGATORY NO. 12:** DESCRIBE any POLICIES related to TELEMARKETING that were provided by YOU to any AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or THIRD PARTIES identified in YOUR answer to Interrogatory No. 3.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 12 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or

1 awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com  
 2 further objects on the grounds that it has no direct knowledge that any of its Service Providers  
 3 ever placed telemarketing calls. Alarm.com further objects to Interrogatory No. 12 on the  
 4 grounds that it is overbroad, unduly burdensome, and not reasonably calculated to lead to dis-  
 5 coverable information in this action. Alarm.com further objects to Interrogatory No. 12 on the  
 6 grounds that it effectively seeks the production of documents, which must be made in a request  
 7 for production. Alarm.com further objects to the use of the terms “AUTHORIZED DEALERS”  
 8 and “AUTHORIZED MARKETERS,” as those terms may have specific legal implications as it  
 9 regards the TCPA.

10 RESPONSE: Subject to, and without waiving the foregoing general and specific objec-  
 11 tions, Alarm.com states that it has never provided any policies related to telemarketing to any of  
 12 the entities identified in its answer to Interrogatory No. 3.

13  
 14 **INTERROGATORY NO. 13:** DESCRIBE any POLICIES used during the REL-  
 15 EVANT TIME PERIOD, whether or not still in force, related to compliance with the Telephone  
 16 Consumer Protection Act, 47 U.S.C. § 227, including, but not limited to the rules, regulations,  
 17 opinions, advisories, comments, or filings of the Federal Communications Commission that re-  
 18 late to 47 U.S.C. § 227 and 47 C.F.R. § 64.1200(c)(2) & (d), and the time period each POLICY  
 19 was in force.

20 **ANSWER:**

21 OBJECTION: Alarm.com objects to the use of the phrase “related to compliance” as am-  
 22 biguous and not defined in the Interrogatories.

23 RESPONSE: Alarm.com states that it promulgated several Consumer Communications  
 24 Policies, including its Do Not Call Policy, Do Not Fax Policy, and “CAN-SPAM” Email Market-  
 25 ing Policy, all of which are still in effect and were in effect during the relevant time period.

1 These Policies require employees to fully comply with the TCPA, among other federal and state  
2 regulations.

3  
4 **INTERROGATORY NO. 14:** IDENTIFY all PERSONS who have made requests  
5 to stop being contacted by, or made complaints about TELEMARKETING calls from, YOU or  
6 any AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VEN-  
7 DOR, or THIRD PARTY, including, but not limited to, requests and complaints made by mail,  
8 email, or telephone; requests and complaints submitted to any government agency; requests and  
9 complaints submitted to any other organization such as the Better Business Bureau, Chamber of  
10 Commerce or other consumer advice or protection organization; or any other organization of any  
11 kind.

12 **ANSWER:**

13 **OBJECTION:** Alarm.com objects to Interrogatory No. 14 as overly broad, unduly bur-  
14 densome, and not reasonably calculated to lead to admissible evidence. Alarm.com further ob-  
15 jects to Interrogatory No. 14 as exceeding the scope of the allegations in the Complaint and is  
16 disproportionate in light of the limited nature of the allegations in the Complaint. Alarm.com fur-  
17 ther objects to the use of the terms “AUTHORIZED DEALERS” and “AUTHORIZED MAR-  
18 KETERS,” as those terms may have specific legal implications as it regards the TCPA.

19 Alarm.com further objects to Interrogatory No. 14 as compound, as it seeks not only complaints  
20 made to Alarm.com, but also complaints submitted to government agencies and other organiza-  
21 tions. Alarm.com limits its response to those entities listed in its response to Interrogatory No. 3.

22 **RESPONSE:** Subject to and without waiving the foregoing general and specific objec-  
23 tions, Alarm.com states that it has not received any complaints related to telemarketing naming  
24 any of the entities listed in its response to Interrogatory No. 3.

**INTERROGATORY NO. 15:** IDENTIFY any PERSON (whether employed by YOU or not) whom YOU have disciplined, reprimanded, or taken similar action against for engaging in, facilitating, or allowing allegedly unlawful or unauthorized TELEMARKETING to occur. In YOUR answer, please IDENTIFY all PERSONS involved in any investigation, DESCRIBE the reasons for YOUR disciplinary action or reprimand, and DESCRIBE the action taken against the PERSON.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 15 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects on the grounds that it has no direct knowledge that any of its Service Providers ever placed telemarketing calls. Alarm.com further objects to Interrogatory No. 15 on the grounds that the phrases “disciplined,” “reprimanded,” “similar action,” and “facilitating” are ambiguous, vague, and unclear in this context. Alarm.com further objects to Interrogatory No. 15 on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. Alarm.com further objects to Interrogatory No. 15 on the grounds that it exceeds the scope of permissible discovery with respect to the allegations in the Complaint. Alarm.com further objects to Interrogatory No. 15 as compound, as it seeks information about individuals against whom Alarm.com has taken several forms of disciplinary action, as well as information relating to the investigation into and details relating to the same.

**RESPONSE:** Subject to and without waiving the foregoing general and specific objections, Alarm.com states that Alarm.com has not disciplined or reprimanded any person for engaging in, facilitating, or allowing allegedly unlawful or unauthorized telemarketing to occur related to the events and allegations set forth in the Complaint or the entities listed in its response to Interrogatory No. 3.



**INTERROGATORY NO. 16:** IDENTIFY each PERSON involved in training YOUR employees, AUTHORIZED DEALERS, AUTHORIZED MARKETERS, LEAD GENERATORS, VENDORS, or other THIRD PARTIES regarding TELEMARKETING. Please include in YOUR answer a brief description of each PERSON'S responsibilities regarding this training, and the dates of any training provided.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 16 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com further objects on the grounds that it has no direct knowledge that any of its Service Providers ever placed telemarketing calls. Alarm.com further objects to Interrogatory No. 16 as exceeding the scope of the allegations in the Complaint and disproportionate in light of the limited nature of the allegations in the Complaint. Alarm.com further objects to the use of the terms "AUTHORIZED DEALERS" and "AUTHORIZED MARKETERS," as those terms may have specific legal implications as it regards the TCPA.

**RESPONSE:** Subject to and without waiving any of the foregoing specific or general objections, Alarm.com states, as its response to Interrogatory No. 16: "None."

**INTERROGATORY NO. 17:** Regarding Alliance Security, Inc. and any AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or THIRD PARTY that has engaged in TELEMARKETING:

a. Please state the total annual amount YOU paid to or received from the AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or THIRD PARTY;

b. Please state the total annual amount of any noncash compensation (*e.g.*, rebates, purchase credits, credit lines, or discounts) YOU provided to the AUTHORIZED

1 DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or THIRD  
2 PARTY;

3 c. Please IDENTIFY any form of financial support YOU have provided to  
4 the AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR,  
5 VENDOR, or THIRD PARTY to offset the cost of, or finance, their sales or marketing activities.

6 **ANSWER:**

7 **OBJECTION:** Alarm.com objects to Interrogatory No. 17 on the grounds that it rests on  
8 the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or  
9 awareness of the marketing practices or policies of its Service Providers; it does not. Alarm.com  
10 further objects on the grounds that it has no direct knowledge that any of its Service Providers  
11 ever placed telemarketing calls. Alarm.com objects to Interrogatory No. 17 on the grounds that it  
12 exceeds the scope of the allegations in the Complaint and is disproportionate in light of the lim-  
13 ited nature of the allegations in the Complaint. Alarm.com further objects to Interrogatory No. 17  
14 on the grounds that a full response to the Interrogatory as written would require Alarm.com to  
15 investigate whether each and every one of its Service Providers engaged in telemarketing during  
16 the relevant period and then disclose voluminous information regarding the financial relationship  
17 between Alarm.com and that particular Service Provider. Alarm.com accordingly limits its re-  
18 sponse to the entities listed in response to Interrogatory No. 3. Alarm.com further objects to In-  
19 terrogatory No. 17 on the grounds that it constitutes a compound interrogatory, requesting nu-  
20 merous types of information regarding the financial relationship between Alarm.com and its Ser-  
21 vice Providers. Alarm.com further objects to Interrogatory No. 17 on the grounds that the sub-  
22 parts of the Interrogatory are substantially duplicative of each other. Alarm.com further objects  
23 to the use of the terms "AUTHORIZED DEALERS" and "AUTHORIZED MARKETERS," as  
24 those terms may have specific legal implications as it regards the TCPA. Alarm.com further ob-  
25 jects to Interrogatory No. 17 inclusion of such offers as rebates, purchase credits, credit lines, or  
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27

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*ALARM.COM'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES:*

*Case No. 15-cv-06314-YGR*



discounts in the definition of “noncash compensation,” as such belies the common usage of that term.

**RESPONSE:** Alarm.com specifically states that the following information is designated “CONFIDENTIAL” pursuant to the terms of the Stipulated Protective Order entered in this case. Subject to that designation, Alarm.com responds as follows, with reference to the period from December 30, 2011 to December 30, 2015:

a. Alarm.com received the following revenue from Alliance, by year:

i. 2011 (Dec. 30-31 only): \$188.11

ii. 2012: \$62,423.44

iii. 2013: \$57,526.35

iv. 2014: \$230,840.06

v. 2015: \$718,786.05

b. Alarm.com provided the following rebates to Alliance:

i. 2015: \$159,984.00

c. Alarm.com extended the following Marketing Development Funds to Alliance in the form of a credit to be used on Alarm.com’s branded store:

i. 2013: \$2,000 (extended); \$1,100 used

ii. 2014: \$7,000 (extended); \$7,000 used

iii. 2015: \$4,000 (extended); \$4,000 used

**INTERROGATORY NO. 18:** IDENTIFY all PERSONS at ALARM.COM that have communicated with any AUTHORIZED DEALER, AUTHORIZED MARKETER, LEAD GENERATOR, VENDOR, or THIRD PARTY that has engaged in TELEMARKETING.

**ANSWER:**

**OBJECTION:** Alarm.com objects to Interrogatory No. 18 on the grounds that it rests on the assumption that Alarm.com either engages in telemarketing itself or has any knowledge or

1 awareness of, or control over, the marketing practices or policies of its Service Providers; it does  
 2 not. Alarm.com further objects on the grounds that it has no direct knowledge that any of its Ser-  
 3 vice Providers ever placed telemarketing calls. Alarm.com objects to Interrogatory No. 18 on the  
 4 grounds that it exceeds the scope of the allegations in the Complaint and is disproportionate in  
 5 light of the limited nature of the allegations in the Complaint. Alarm.com further objects to Inter-  
 6 rogatory No. 18 on the grounds that a full response to the Interrogatory as written would require  
 7 Alarm.com to investigate whether each and every one of its Service Providers engaged in tele-  
 8 marketing during the relevant period. Alarm.com further objects to the use of the terms “AU-  
 9 THORIZED DEALERS” and “AUTHORIZED MARKETERS,” as those terms may have spe-  
 10 cific legal implications as it regards the TCPA. Alarm.com further objects to Interrogatory No.  
 11 18 as overly broad on the grounds that is not limited to individuals who have had communica-  
 12 tions with Service Providers about telemarketing.

13 RESPONSE: Subject to and without waiving the foregoing objections, Alarm.com states  
 14 that no Alarm.com employees have had communications with the entities named in Interrogatory  
 15 No. 3 regarding telemarketing.

16  
 17 INTERROGATORY NO. 19: IDENTIFY all facts in support of affirmative de-  
 18 fenses YOU have raised, including, but not limited to, the sources of any consent YOU assert  
 19 YOU have obtained from any of the PLAINTIFFS or putative class members to make TELE-  
 20 MARKETING calls to them.

21 ANSWER:

22 **[Per Letter from Mary Reiten dated 6/22/2016, Interrogatory No. 19 is withdrawn]**  
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 24  
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 26  
 27

Respectfully submitted this 28th day of June 2016,

By: /s/ Ross A. Buntrock

Ross A. Buntrock, *Admitted Pro Hac Vice*

Email: ross.buntrock@agg.com

Maayan Y. Lattin, *Admitted Pro Hac Vice*

Email: maayan.lattin@agg.com

Eric D. Olson, *Admitted Pro Hac Vice*

Email: eric.olson@agg.com

ARNALL GOLDEN GREGORY LLP

1775 Pennsylvania Avenue NW, Suite 1000

Washington, DC 20006

Telephone: (202) 677-4910

Facsimile: (202) 677-4911

Stephen E. Taylor (SBN 058452)

Email: staylor@tcolaw.com

Jonathan A. Patchen (SBN 237346)

Email: jpatchen@tcolaw.com

TAYLOR & COMPANY LAW OFFICES, LLP

One Ferry Building, Suite 355

San Francisco, California 94111

Telephone: (415) 788-8200

Facsimile: (415) 788-8208

**CERTIFICATION OF ATTORNEY**

I am the attorney for Defendant Alarm.com Incorporated, in this matter, and I hereby certify that I have read the foregoing Plaintiffs' First Set of Requests for Production of Documents Propounded to Defendant Alarm.com Incorporated, and the Responses thereto, and believe that the same are in compliance with Federal Rule of Civil Procedure 26(g).

DATED this 28th day of June, 2016.

By: /s/ Ross A. Buntrock

*Attorneys for Defendant Alarm.com Incorporated*

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**VERIFICATION**

I, Catherine Scavello, declare as follows:

I am the Deputy General Counsel of Defendant Alarm.com Incorporated and Alarm.com Holdings, Inc., parties to this action; I have read the within and foregoing Responses to Plaintiffs' First Set of Interrogatories and know its contents. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct. Executed on June 28, 2016, at McLean, Virginia.

By: Catherine Scavello  
Catherine Scavello

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all counsel of record for the Plaintiffs in this matter by electronic mail on June 28, 2016:

Beth E. Terrell, SBN #178181  
Email: bterrell@terrellmarshall.com  
Jennifer Rust Murray  
Email: jmurray@terrellmarshall.com  
Kerem M. Levitas  
Email: klevitas@terrellmarshall.com  
936 N. 34th Street, Suite 300  
Seattle, Washington 98103  
Telephone: (206) 816-6603  
Facsimile: (206) 319-5450

Michael F. Ram, SBN #104805  
Email: mram@rocklawcal.com  
RAM, OLSON, CEREGHINO  
& KOPCZYNSKI LLP  
101 Montgomery Street, Suite 1800  
San Francisco, California 94104  
Telephone: (415) 433-4949  
Facsimile: (415) 433-7311

Marc R. Weintraub  
360 Central Avenue, Suite 1500  
St. Petersburg, Florida 33701  
Telephone: (727) 894-6745  
Facsimile: (727) 894-2649  
E-mail: mweintraub@baileyglasser.com

John W. Barrett, *Admitted Pro Hac Vice*  
BAILEY & GLASSER, LLP  
209 Capitol Street  
Charleston, West Virginia 25301  
Telephone: (304) 345-6555  
Facsimile: (304) 342-1110  
E-mail: jbarrett@baileyglasser.com

Edward A. Broderick  
Anthony I. Paronich, *Admitted Pro Hac Vice*  
BRODERICK LAW, P.C.  
99 High Street, Suite 304  
Boston, Massachusetts 02110  
Telephone: (617) 738-7080  
Facsimile: (617) 830-0327  
Email: ted@broderick-law.com  
Email: anthony@broderick-law.com

Matthew P. McCue  
THE LAW OFFICE OF MATTHEW P.  
McCUE  
1 South Avenue, Suite 3  
Natick, Massachusetts 01760  
Telephone: (508) 655-1415  
Facsimile: (508) 319-3077  
E-mail: mmccue@massattorneys.net

*Attorneys for Plaintiffs*

DATED this 28<sup>th</sup> day of June, 2016.

By: /s/ Ross A. Buntrock  
Ross A. Buntrock, *Admitted Pro Hac Vice*